BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(wholly owned government of Karnataka undertaking)

BID Enq No. CEBRAZ/SEO/AEE-1/2025-26/Enq ET 41 dtd 06-09-2025

BIDDING DOCUMENTS

FOR

"Providing services of 32 Nos. of temporary sweepers for cleaning office premises to various divisions/ sub-divisions offices in the BRAZ jurisdiction for a period of one year" i.e from the date of 'Contract Award' through an bidder"

SECTION-I

INVITATION FOR BIDS

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INVITATION FOR BIDS
(IFB)
(Through KPPP)

The Chief Engineer (Ele.,), BRAZ, BESCOM, 5th floor, KSSIDC Building, Rajajinagar Industrial Estate, Bengaluru-560044 on behalf of the Bangalore Electricity Supply Company Ltd., (BESCOM) invites **short term tender** through KPPP from eligible bidders for the works mentioned below under local competitive bidding:

For "Providing services of 32 Nos. of temporary sweepers for cleaning office premises to various divisions/ sub-divisions offices in the BRAZ jurisdiction for a period of one year from the date of 'Contract Award' through an bidder. BESCOM may vary the quantity, however such changes will be as per the provisions of KTPP Act.

The details are as follows:

Sl No	Zone 1	Zone 3	Zone 4	Total No of sweepers
01	1	10	21	32

1.0 SCOPE OF THE WORK:

The Contractor will be shown the areas of work for carryout which will include the following works:

1. Sweeping and mopping of passage.
2. Sweeping and wet mopping of Reception Area, General Office Area and Cabins etc. with deodorant disinfectant.
3. Clearing and cleaning of waste paper baskets and ashtrays.
4. Dusting of Partitions, doors and walls and venetian blinds.
5. Cleaning of telephone instruments.
6. Cleaning of Window glasses from inside and outside.
7. Cleaning of main entrance glass doors/wooden doors.
8. Cleaning of W.Cs, wash basin, urinals and mirrors etc. in all the toilets.
9. Scrubbing and Cleaning of all the toilets flooring.

10. Mopping of the entire toilet floors with deodorant disinfectant and cleaning of wash basins of regular intervals throughout the day and any other related works assigned.

1	Enquiry No.	**CEBRAZ/SEE(O)/AEE-1/2025-26/ Enq ET 41 dtd 06-09-2025**
2	Tender processing fee	**Refer KPPP website** KPPP portal
3	Amount put to tender	**Rs. 75,46,703/-**
4	Earnest Money Deposit	**Rs. 1,50,934/-**
5	Due date for submission of Bids	**24-09-2025 upto 17:00 Hrs**
6	Pre-bid meeting date	**17-09-2025 @ 11 AM**
7	Last date for submission of queries to email ID cebraz.work@gmail.com	**18-09-2025 upto 17:00 hrs**
8	Last date for furnishing reply to the queries	**19-09-2025**
9	Tender System	Two Cover Tender
10	a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **25-09-2025 @ 17:00 hrs** b) Price bid Will be opened in KPP portal after completion of techno commercial evaluation and intimated to the responsive bidders through email.
11	Name of the Work	Providing **32** numbers of temporary Sweepers to the divisions/ sub-divisions in BRAZ jurisdiction, BESCOM for a period of one year i.e from the date of contract award through an bidder.
12	Price Bid	**The bidder shall quote the service charges (exclusive of GST) and it should not be less than the amount put to tender.** **NOTE: Breakup prices shall be clearly mentioned in financial status criteria in portal**

2.0 Period of Contract: The contract is initially for a period of **one year** from the date of award of the work. The same may be extended for further period if required based on good performance.

The Contract bidder, who is providing the services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

3.0 Minimum Qualification Requirements of sweepers:

a. Shall be above **18 years**.
b. Shall be physically fit and mentally sound.
c. Shall have knowledge of Kannada speaking.
d. They shall be able to work after office hours also if required.

Further details required if any, the bidders may contact the undersigned. Bids not covering the entire specified scope shall be treated as incomplete and rejected.

4.0 Even though the bidders meet the above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting Bank guarantee, due to the following reason:

- Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- After awarding the contract to the bidder if the related documents furnished, found to be incorrect or false or fake, such bidder award will be cancelled without any notice, apart from initiating legal action at any point of time
- If the staff deployed by the bidder disobey the instructions of the concerned officer.
- BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- The tender not submitted through KPP portal is liable for rejection.
- The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- If the Bidder assigns or sub-lets the obligations under the agreement, the contract awarded shall automatically stand cancelled. No sub-contract is allowed
- In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

5.0 General Instructions:

a. BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
b. In the areas where ESI Act is not covered, the Bidder shall obtain insurance cover for the Workmen's Compensations for such outsourced staff in lieu of ESI.
c. The said bidder shall maintain relevant registers and records under the applicable enactments.
d. The bidder shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e.24*7 during the Contract Period.
e. In the event of agreement being extended the bidder shall continue to provide outsourced staff on the same terms and conditions of the agreement, as per the KTPP provisions.
f. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
g. As per the GoK Order No. ¹D¸ÀÄE 02 ¸À»ªÀÄ 2022, ¨ÉAUÀ¼ÀÆgÀÄ ¢£ÁAPÀ 28-12-2022, out of 32 nos. of sweepers being provided, **there should be 17% of SC members and 7% of ST members** without fail. The list for the same shall be submitted before deploying sweepers to work. **As per the prevailing norms, 33% of the lady candidates shall be deployed by the bidder.**

6.0 Bid Security/EMD

6.1 Bid Security (EMD) shall accompany bids for an amount of **Rs. 1,50,934/-.** The Payment of the same shall be made as follows:

a) The Earnest Money Deposit (EMD) shall be paid within the due date. The mode of payment of EMD shall pay through any of the four e-payment modes mentioned in the KPP Portal.
b) Government/Quasi Government/Public Sector Undertakings are **not exempted** from furnishing the Bid security..

6.2 **The bid guarantee (EMD) shall be forfeited:**

a. If a bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the bid form.

b. In case of a successful bidder, if the bidder fails to sign the contract OR fails for furnishing the agreement within the prescribed date.

c. In case of a successful bidder, if the bidder fails to furnish the security deposit.

6.3 Bid♦ ♦▯▯● ● be acco❍◘a■ied ◆▯♦ ▯ Bid Sec◆ri ♦ y ☎EMD) ▯❍◘◆■♦ ▯♦ de♦ ai● ed here ◆■der:

Name of the Work	Amt. put to tender	EMD Amt.
"For Providing service of temporary 32 Nos. of sweepers for cleaning office premises to the various circle/ division/ sub-division offices in the BRAZ jurisdiction, BESCOM for a period of one year from the date of Contract Award through an bidder.	**75,46,703/-**	**1,50,934/-**

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

Credit Card
Direct Debit
National Electronic Fund Transfer (NEFT)

6.4 Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

6.5 Earnest Money Deposit of the successful Bidder will be refunded after fulfillment of the Security Deposit and Performance Guarantee Clause.

6.6 The deposit towards EMD shall not carry any interest.

6.7 Permanent EMD will not be considered.

7.0 Submission of Tenders:- Bids shall be submitted in two parts viz., Techno -Commercial Bid and Price Bid both on Electronic Mode only.

1. **Price schedule should not be uploaded in Technical bid. If uploaded that bid will be rejected.**

8.0 Pre Qualifying Requirements For the Bidder:

A) TECHNICAL CRITERIA:

Technical Criteria:	Documents shall be uploaded
1. The bidder/bidder shall be any of the following: a) Company b) Partnership firm c) Proprietorship	**a) In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013. OR A certificate of LLP (Limited Liability Pvt ltd) issued by the

	Ministry of Corporate Affairs, GOI Board resolution copy, Memorandum of Article of Association and valid general power of attorney. b) **In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932. Partnership deed and valid general power of attorney. c) **In case of Proprietorship**: A certificate issued by any Statutory Authority in the state
2. The bidder/bidder should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'** **Nature of business should be Manpower supply.**	'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'.** Nature of business should be Manpower supply.
3. The bidder/bidder should have provided **32 Nos** (80% is 26 Nos) of sweepers service **in a single contract/ work order** to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities for a minimum **continuous period of 06 months** during **any one year** in the preceding five years i.e FY 2020-21, 2021-22 , 2022-23 , 2023-24 & 2024-25 as on the last date of bid submission.	The Work Award/contract award/ work entrustment order copies duly mentioning the No. of sweepers provided and "Work Satisfactory Performance Certificate" duly signed by the Organization **not below the rank of the Executive Engineer/ equivalent cadre.**
4. The bidder should have provided sweepers amounting to **Rs. 37.73** lakh (50% of amount put to tender) **in a single contract order** **in any one year** to any Govt	The work Award/ Order/DWA copies duly mentioning the awarded amount and "Work Satisfactory Performance Certificate" duly signed by the

electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities during the preceding three years i.e FY, 2020-21, 2021-22 , 2022-23 , 2023-24 & 2024-25as on the last date of bid submission.	Organization **not below the rank of the Executive Engineer/ equivalent cadre.**
5. The bidder shall processes the following registration certificates in the name of the firm/ company. ESI registration EPF registration PAN card copy GST registration	Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the bidder**
6. The Bidder should not have been black listed by any entity.	Self-declaration in Rs. 500/- stamp paper
7. The Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration in Rs. 500/- stamp paper
8. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority
A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	Self-declaration in Rs. 500/- stamp paper.
B. Financial Criteria:	**Documents to be uploaded**
9. The **Average Annual Turnover** shall not be less than the amount	The annual turnover certificate issued by the Chartered

put to tender i.e Rs. **75.46 lakh in any two years** during the previous 05 financial years i.e., 2020-21, 2021-22, 2022-23 , 2023-24 & 2024-25	Accountant / Statutory Auditor Balance sheet and P & L statement of the respective years duly certified by the Chartered Accountant / Statutory Auditor.
10. The liquid assets as on the date of tender before submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) **shall not be less than 25% (Rs. 18.86 lakh) of the amount put to tender (Rs. 75.46 lakh)** duly supported by the bank statement shall be uploaded.	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank. The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized / Scheduled commercial Bank with whom the bidder has the banking facility .

General Conditions:

1. The bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the KPPP portal. Non-submission of the proof of documents shall lead to disqualification.
2. The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+ GST
3. **The service charges quoted by the bidder shall include Uniform**
4. **The bidder shall quote the service charges (exclusive of GST) per SWEEPER per month (exclusive of GST) and it should not be less than the amount put to tender. If bidder quotes less than the amount put to tender, shall be disqualified**
5. In case of more than one bidder happens to be L-1, selection will be done on the basis of **Lottery system in presence of representative of L1 bidders**
6. **The bidders should upload the relevant documents only once and avoid uploading of same documents multiple times and unwanted documents**

9.0 BESCOM takes no responsibility for delay, due to any cyber or other computer related problems or postal delay.

Further, BESCOM reserves the right to reject any or all the Bids without assigning reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

10.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, and the type of services to be provided.

b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of Electronic/Scanned copies in the KPP Portal only by the participating Bidders.

10.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of the bids.

12.0 THE BIDDING DOCUMENTS:

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the KPPP web site.
	Section-ITB-Instructions to Bidders
	Section-IFB- Invitation for Bidders
	Techno-commercial sheets

13.0 UNDERSTANDING OF BID DOCUMENTS :

A prospective bidder is expected to examine all instructions, forms, terms and conditions in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

14.0 CLARIFICATIONS ON BID DOCUMENTS :

Any clarifications/ queries regarding PQR or bid documents may please be sent through email ID cebraz.work@gmail.com within the specified time.

15.0 AMENDMENT TO BIDDING DOCUMENT

15.1 At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment

15.2 The amendment will be notified in KPP portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

15.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

15.4 Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

16.0 LANGUAGE OF BID

The bid prepared by the Bidder and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the English language, provided that any printed literature uploaded by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

17.0 DOCUMENTS COMPRISING THE BID

The Bidder shall complete the bid form inclusive of technical data requirements etc. furnished in the bidding documents, indicating for the services to be rendered, a brief description of services and prices shall upload in respective KPP portal.

The bidder shall also upload documentary evidence to establish that the bidder meets the qualification requirements as detailed above and accompanying General Conditions of Contract if any.

18.0 Litigation History:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder may result in rejection of bid.

Notwithstanding anything stated herein above, BESCOM reserves the right to access the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of BESCOM.

The BESCOM reserves the right to waive minor deviation if they do not materially affect the capability of the Bidder to perform the contract.

Notwithstanding the above if it is found that the performance vis-à-vis works already awarded to the bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualifying the bidder and reject its bid at any stage of processing of the bid.

Bidders shall note that BESCOM may not award the work to successful bidders even if it is lowest quoted offer (L1), if in the opinion of BESCOM based on its experience the firm may not perform well in services of work and may delay in execution because of its existing works on hand.

In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security and disqualifying the offer of such bidders and black list the firm. In the event of information furnished by bidder is found to be false during the execution stage then BESCOM at its liberty may take action to cancel the work awarded besides forfeiting the performance guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

19.0 Remunerations:

Bidder shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.

20.0 Mode of payment:

a) Payment will be arranged at **Zonal Office**, BRAZ, BESCOM.

b) Agency shall submit the bill in duplicate to division office within 7th of the succeeding month along with the attendance extract prepared by agency.

c) The concerned AEE of circle/ division / sub division shall certify in the bills and **concerned Executive Engineer Ele.,** shall countersign in the bills for the deputed no. of sweepers have attended regularly and worked satisfactorily.

d) The bill shall be certified from the Zonal office AEE (Ele), SEE (O) duly countersigned by the concerned Zonal office Chief Engineer Ele., BRAZ, BESCOM

e) 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

f) Before issuing the cheque to the agency, BESCOM should ensure that the agency shall produce bank statement of Staff, as proof for having

paid the previous month salary and EPF/ESI to the employees of the said contract order.

g) The payment shall be restricted to the number of sweepers service availed during that particular month as certified by the AEE of the sub-divisions in the bills. Further, payment shall be made to its employees through Bank account only. Any default in compliance, the agency shall be held responsible.

h) The Accounts Officer of O&M Zone and Accounts Officer (I/A) O&M zone are to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to sweepers are paid as per award.

i) The agency shall pay EPF, ESI, GST of its employees directly to the respective State Government/Central Government authorities as per rules for the list of sweepers furnished by the contract agency. The concerned paid challans of the preceding month OR invoice raised in GST portal of concerned sweepers only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. Remittance of such amount is wholly the responsibility of the agency.

j) Incase, the agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as beach of the contract and the agency is liable to blacklisted for a period f three years by the BESCOM, in addition to forfeiting of performance security deposit.

21.0 All provisions related as per the Acts noted below shall be provided to the employees by the Bidder only and Bidder shall provide all related benefits under these following workmen's act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f) Workmen's Compensation Act.
g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

22 The Bidder shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective State /Central Govt authorities along with the Employees details.
2) Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7

3) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
4) Copy of GST paid in the format prescribed by GST authorities .
5) Each year during the month of December, Rs 20/-from each SWEEPER has to be deducted towards labour welfare fund and a contribution of Rs.40/- (each) from the contract bidder side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

23 Supervision:

The Bidder shall take the responsibility of inspecting their sweepers on duty on regular basis by its superiors. Bidder shall inspect from time to time and ensure satisfactory performance of the sweepers so provided.
Sweepers employed shall be issued a laminated ID affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Bidder, date of commencement of the present services any other details etc., by the bidder and should be strictly worn by individual sweeper during office hours.

24.0 Replacement:

Bidder shall provide continuous service of Sweepers by making immediate standby/reserve manpower and no void shall be allowed. It is the primary responsibility of the Bidder to provide un-interrupted continuous and requisite Sweepers at the designated locations. Bidder shall make arrangements to provide weekly holidays and general holidays to the Sweepers.

25.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the **Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to **appropriate Courts in Bengaluru city** and in case of any dispute between the contract and the engaged sweepers, BESCOM will not be a party and this has to be settled by the contract himself at his own cost.

26.0 Bid Validity:

Bids shall be valid for **180 days** from the last date of bid submission. In exceptional circumstances the BESCOM may solicit the bidder’s consent to an extension of the period of the validity. The request and the

response there to shall be made in writing (including cable or Fax or Telex or Email). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

27.0 Prices: The prices indicated are FIRM throughout the period of contract & inclusive all taxes & duties, however any increase in the minimum wages by Government of Karnataka during the currency of contract (after the date of issue of order) will be paid by the BESCOM along with the proportionate increase in wage EPF, ESI, and GST. If there is any decrease in minimum wages by Government of Karnataka, the recovery will be affected accordingly on proportionate basis along with the corresponding decrease in amount of EPF, ESI, and GST. In both the cases the tender premium if any, will also be considered for arriving the revised rate.

BESCOM may at its option request the bidder to divert to a particular Circle/division/sub-division of BRAZ, BESCOM and the bidder should comply with the condition.

List of customers to whom the services are provided shall be furnished along with performance report from utilities or agencies.

Notwithstanding anything stated above, the BESCOM reserves the right to assess the bidder's capability to perform the work, should the circumstances warrant such assessment in the overall interest of BESCOM.

28.0 Reporting Time:

The bidder should provide the services of sweepers to the designated BESCOM offices as the date mentioned in the award.
The reporting time will be as per the instructions of the sub-divisional officer.

29.0 SUBMISSION OF BIDS

FORMAT OF BID

29.1 The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids.

29.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

29.3 All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPPP website. **(**kpppusers@karnataka.gov.in**)**

30.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the KPP portal on or before **24-09-2025 upto 17:00 hrs.** Owner may, at its discretion, extend this deadline for the submission of bids by amending the bidding document.

31.0 MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the bidder's forfeiture of its bid security.

32.0 OPENING OF BIDS

- CEE, BRAZ will open the bids submitted through KPP portal or in case any extension has been given thereto, on the extended bid opening date and time notified to all the bidders.
- The bidders names, bid withdrawals and the presence and such other details as owner, at its discretion, may consider appropriate will be announced at the techno-commercial bid opening.
- No electronic recording devices will be permitted during bid opening.
- Price bids of technically responsive bidders will be opened in KPP portal after completion of techno-commercial evaluation. Separate intimation regarding date of opening of price bid will be intimated.

33.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

34 .0 PRELIMINARY EXAMINATION

- CEE, BRAZ will examine the bids to determine whether they are complete, whether any computational errors have been made, whether all the necessary documents have been properly uploaded and whether the bids are generally in order.

- CEE, BRAZ may waive any minor informality or non-conformity or irregularity in a bid which does not constitute deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

35.0 The techno – commercial evaluation:

- For purpose of these clauses, a substantially responsive bid is one, which confirm basically to all the terms and conditions of the Bidding Documents.
- The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.
- Qualifying Requirements.
- Acceptance for payment terms & confirming to all terms and other commercial conditions.
- A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

36.0 COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT Park, KSSIDC Building, Bengaluru will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost for the services, which shall include the GST and also any discounts offered by the Bidder.

The evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the Contract.

37.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contacts as may be necessary. bidders will not be permitted to change the substance of the bids after the bids have been opened.

38.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as **BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically responsive.**

39.0 ISSUE OF CONTRACT AWARD:

AWARD CRITERIA

The Chief Engineer, BRAZ will place the LOI and contract award on the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

40.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for owner's action.

41.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

42.0 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful bidder by registered post that its bid has been accepted.

43.0 PENALTY:

a. A penalty at the rate of **½% per week subject to a maximum of 10% of the remuneration payable for shortage of sweepers** will be deducted from the amount to be paid to the bidder only when the concerned AEE of sub-division certifies the shortage of sweepers in the bill.

b. If the bidder fails to make payment to the deployed staff within 7th of the succeeding month, penalty will be levied at the rate of **Rs. 500/-per person per day up to 15th** and still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

c. The payment shall be calculated as per the actual no. of days attended by the each sweepers

44.0 Termination of Contract:

The contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the security deposit paid by the bidder will be forfeited.

- The services to be found unsatisfactory.
- Breach of any terms of the contract
- If the bidder fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, **the firm is liable to be blacklisted besides termination of the contract.**
- If the bidder fails to remit the ESI&EPF amount of its employees to the concerned authority.
- If the bidder fails to make payment to sweepers within the time specified above under 'Mode of payment' clause
- If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

45.0 CONTRACT AGREEMENT & PERFORMANCE SECURITY BANK GUARANTEE:

The Bidder shall enter into contract Agreement on a Stamp Paper of **Rs. 4000/-** and shall furnish Bank Guarantee towards Performance Security **for an amount of 5% of the value** of the order/contract price issued by any Nationalized Bank/ scheduled commercial bank within stipulated time from the date of issue of award/ LOA, valid for the entire period (i.e contract period one year + claim period 03 months= 15 months) of contract and extended periods if any.

46.0 Compensation for losses due to thefts and pilferages:

In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building where the works are being carried out by the Contractors personnel, the contractor shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the contractors personnel such amount as mentioned above shall be deducted from the contractors bill and or any other amount as may be due to him. The company shall lodge complaint

with the jurisdictional police regarding such an occurrence. The contractor shall also investigate into the matter and communicate the result of such investigation to the company. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the contractor, the company or police, the cost of such property shall be refunded to the contractor, if already recovered by him less the cost of damages to such property as assessed by the company. Restoration of such property from police or courts shall be the responsibility of the contractor.

47.0 FORCE MAJEURE:

For the purpose of this contract “Force Majeure” means an event which could not reasonably, have been of a avoided by a diligent party the circumstances which is beyond the reasonable control of a party and makes a party’s performance of its responsibility hereunder impossible, in the circumstances and includes but is limited to war, riots, civil disorder, earthquake, lockouts of other action by Government agencies.

Force Majeure not to include any event which is caused by negligence or intentional action of a party or such party’s contractors or agents or employees or by a failure to observe Standard practice.

Force Majeure shall not include insufficiency of funds or failure to made any payment required hereunder.

The decision of the company shall be final as regards the acceptability or otherwise of services provided.

Chief Engineer (Ele.,),
BRAZ, BESCOM,